SOLICITAT	LION/COM	NTRACT/ORDER FOR	COMMERC	CIAL ITEMS	INIT	TALS / CONTROL NO.	1. RE	EQUISITION N	IUMBER	
		JST COMPLETE BLOCKS 1				EJW/033337				074-015H
CONTRACT NO.		AWARD/EFFECTIVE D	ATE 4. OR	RDER NUMBER	5.	SOLICITATION NUM				TATION ISSUE DATE
7. FOR SOLICITA	ATION	a. NAME	b. TE	LEPHONE NUMB	ER (No collec	N66604-03 t calls) FAX NUMBER		OFFER DUE		003 JUNE 19
INFORMATION		Ernest J. Wilso		401-832		401-832-4			TUL 07	2:00 PM
9. ISSUED BY		COD	E N66604	10. THIS ACQU	ISITION IS	l l	l l	11. DELIVE FOB DESTI	RY FOR	12. DISCOUNT TERMS
Commercial	Acquisiti	on Department, Buildi		-	NRESTRICTE)		UNLESS BL		PURCHASE CARD
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			_		8(a)			<u> </u>	D OF SOLI	CITATION
15. DELIVER TO:		COD	N66604	NAICS: 332'		STANDARD 500 Em	ıployees	X RFQ CODE	IFB	RFP
Supply Offic Naval Under Naval Station 47 Chandler Newport, RI	rsea Warf n Newpor Street		ewport			SEF SHIPMENTS O	E BLOC OR PAY	CK 9	ARE AU	N66604 UTHORIZED.
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17a. CONTRACTOR	R/OFFEROR	CAGE C	ODE				IED OI		•	
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POC/TELE. NO. DUNS NUMBER:				IT IS NO	T AN OR	CST FOR QUOT DER. QUOTE TO THI			вьоск	9.
	CIF REMITTA	NCE IS DIFFERENT AND PUT A	DDRESS IN			O ADDRESS SHOWN	IN		SEE NOTE	ABOVE
OFFER 19. ITEM NO.		20. SCHEDULE OF	SUPPLIES/SERVIC	1	18a UNLESS	21. QUANTITY	22. UNIT	23. UNIT F	PRICE	24. AMOUNT
	SEE PAG									
25. ACCOUNTING A	AND APPROP	RIATION DATA					26.	TOTAL AWA	RD AMOU	NT (For Govt. Use Only
		RPORATES BY REFERENCE FA SE ORDER INCORPORATES BY							ARE NOT A	E NOT ATTACHED. ATTACHED.
		IRED TO SIGN THIS DOCUMEN				WARD OF CONTRACT	T: REFERE	ENCE		OFFER
FORTH OR SUBJECT TO	OTHERWISE O THE TERM	DNTRACTOR AGREES TO FURI IDENTIFIED ABOVE AND ON A S AND CONDITIONS SPECIFIEI R/CONTRACTOR	NY CONTINUATIO	N SHEETS		DATED BLOCK 5), INCLUDING ARE SET FORTH HER ES OF AMERICA <i>(SIGI</i>	EIN, IS AC	OTTIONS OR C	CHANGES (TO ITEMS:	ALL ITEMS
30b. NAME AND TI	TILE OF SIGN	NER (TYPE OR PRINT)	30c. DATE SIGNI	ED 31b.	NAME OF CO	ONTRACTING OFFICE	R (TYPE O	R PRINT)	31c.	DATE SIGNED
32a. QUANTITY IN 0	COLLINANI CA I	JAC DEEN								
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32e. MAILING ADDR	RESS OF AUT	HORIZED GOVT. REPRESENTA	ATIVE		32f. TELEPI	HONE NUMBER OF AL	JTHORIZE	D GOVT. REF	PRESENTA	ATIVE
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38. S/R ACCOUNT N	NOMBER	39. S/R VOUCHER NUMBER	40. PAID BY							
		ACCOUNT IS CORRECT AND P	ROPER FOR PAYI	MENT.	42a. RECEI	VED BY (Print)				
41b. SIGNATURE	AND TITLE C	F CERTIFYING OFFICER	41c. DA	TE	101 == 4	N/FD AT /				
						IVED AT (Location) REC'D (YY/MM/DD)	42d TOT	AL CONTAINE	FRS	
					.20. DATE		72u. 101/	-L CONTAINE		
AUTHORIZED FOR I	LOCAL REPR	ODUCTION		(NUWC 12/2002	2)		ST	ANDARD	FORM 1	1449 (REV. 4/2002

SCHEDULE CONTINUATION

With First Article Required:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Muffler Spool IAW Dwg. 754-6407601 Rev B - First Article	1	EA	\$	\$
0002	Muffler Spool IAW Dwg. 754-6407601 Rev B	1	EA	\$	\$
0003	Studs IAW Dwg. 754-6407600 Rev E Item 8	96	EA	\$	\$
0004	Muffler Cap IAW Dwg. 754-6407606 Rev B	1	EA	\$	\$
0005	Outer Cover for Muffler cap IAW Dwg. 754-407607 Rev B	1	EA	\$	\$
0006	MufflerOuter cover bolts IAW Dwg. 754-6407600 Rev E Item 6	12	EA	\$	\$
0007	Insulation for Muffler IAW Dwg. 754-6407600 Item 9	2	EA	\$	\$
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	With First Article Waived:				
0001	Muffler Spool IAW Dwg. 754-6407601 Rev B	2	EA	\$	\$
0002	Studs IAW Dwg. 754-6407600 Rev E Item 8	96	EA	\$	\$
0003	Muffler Cap IAW Dwg. 754-6407606 Rev B	1	EA	\$	\$
0004	Outer Cover for Muffler cap IAW Dwg. 754-407607 Rev B	1	EA	<u>\$</u>	\$
0005	MufflerOuter cover bolts IAW Dwg. 754-6407600 Rev E Item 6	12	EA	\$	\$
0006	Insulation for Muffler IAW Dwg. 754-6407600 Item 9	2	EA	\$	\$

Offerors shall complete the unit price and amount blocks.

NOTES: Contractors will provide verification of the following requirements with their proposal.

Quality Program and Instruments:

The contractor must have a quality program established which provides material control and traceability which could be audited. MIL-I-45208, MIL-Q-9858 are acceptable and ANSI/ISO/ASQC 9001 or ANSI/ISO/ASQC 9002 are preferred. The program must have instrumentation calibration system traceable to the U.S. Bureau of Standards.

Welding and Casting:

The contractor shall be currently certified to MIL-STD-278. Welders must be qualified to MIL-STD-248. Weld procedures are to be submitted for approval prior to contract award.

Non-Destructive Testing (NDT):

The contractor shall be certified to MIL-STD-278 and MIL-STD-271 methods for Non-Destructive Testing (NDT). Acceptance Criterion shall be to NAVSEA 0900-LP-003-8000.

A Dimensional Inspection Plan (DIP) is to be provided upon contract award and prior to contract award.

First Article Test:

If the contractor has not supplied the listed items in the purchase order within the last five (5) years, a first article is to be provided to NUWC for evaluation and Non-Destructive evaluation. The requirement can be waived by contractors verifying performance.

DIRECT ALL PAYMENT INQUIRIES TO:

- 1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
- 2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
- 3. The FAX number for Receipt Control is 401-832-3075

DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

With First Article Required

		WITHIN DAYS AFTER
ITEM NUMBER	QUANTITY	DATE OF CONTRACT
0001	(First Article)	45 DAC (Allow 30
	1 EA	days for Government
		Testing)
0002	1 EA	30 SEP 2003
0003	96 EA	30 SEP 2003
0004	1 EA	30 SEP 2003
0005	1 EA	30 SEP 2003
0006	12 EA	30 SEP 2003
0007	2 EA	30 SEP 2003

REQUIRED DELIVERY SCHEDULE

With First Article Waived

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	2 EA	30 SEP 2003
0002	96 EA	30 SEP 2003
0003	1 EA	30 SEP 2003
0004	1 EA	30 SEP 2003
0005	12 EA	30 SEP 2003
0006	2 EA	30 SEP 2003

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

THE FOLLOWING CLAUSES ARE APPLICABLE WHEN CHECKED:

52.204-2, SECURITY REQUIREMENTS, (AUG 1996)
252.204-7000, DISCLOSURE OF INFORMATION (DEC 1991)
X 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)
X 52.211-5, MATERIAL REQUIREMENTS, (AUG 2000)
X 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.211-16, VARIATION IN QUANTITY, (APR 1984) para.(b) fill-ins: variation shall be limited to:zero_ percent increase, and _zero_ percent decrease
variation shall apply to: <u>all items</u>
52.213-2, INVOICES, (APR 1984) The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) The starting and ending dates of the subscription delivery; and (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.
X 52.213-4, TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (SEP 2002) Para. (c) fill-in: http://www.arnet.gov/far/ X 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM, (MAR 1998)
252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7009, DUTY-FREE ENTRY QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS), (AUG 2000)
252.227-7013, RIGHTS IN TECHNICAL DATA NON-COMMERCIAL ITEMS, (NOV 1995)
252.227-7014, RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7019, VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)
252.227-7030, TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7036, DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
52.232-18, AVAILABILITY OF FUNDS, (APR 1984)
X 52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986) - ALT I (APR 1984)
52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (MAY 1999)
X 52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)
<u>X</u> 52.243-1, CHANGES - FIXED PRICE (AUG 1987)
X 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
52.245-1 PROPERTY RECORDS (APR 1984)

52.245-2, GOVERNMENT PROPERTY (FIX	ED-PRICE CONTRACTS) (DEC 1989)
52.245-4, GOVERNMENT-FURNISHED PRO	OPERTY (SHORT FORM) (APR 1984)
252.245-7001, REPORTS OF GOVERNMENT	T PROPERTY (MAY 1994)
52.246-1, CONTRACTOR INSPECTION REG	QUIREMENTS (APR 1984)
X 52.246-16, RESPONSIBILITY FOR SUPPLE	IES (APR 1984)
X 252.246-7000, MATERIAL INSPECTION A	ND RECEIVING REPORT (DEC 1991)
	ed the maximum line item or total price in the schedule. Submit orm in exact accordance with this order, withhold performance and
f.o.b. supplier's plant, with shipment to be made shown on the same invoice as supplies are billed but a	oject to reimbursement by the government. Material will be delivered de to destination(s) specified herein. The transportation cost is to be as a separate item. The contractor agrees to retain related three years and to furnish such bills to the government when requested
NUWC REP The contractor shall notify the cognization	to be furnished hereunder shall be made at <u>NUWCDIVNPT</u> by <u>A</u> ant inspector when material is available for inspection. The place (or not be changed without the written authorization of the contracting
	TINVOICE mit a bill or invoice for the item(s) purchased hereunder, and at by check will be made directly to the contractor by the paying office
(JAN 1997)	des any material defined as hazardous under the latest version of during the term of the contract).
contract. The hazardous material shall be properly ide	efined in paragraph (a) of this clause, to be delivered under this entified and include any applicable identification number, such as s information shall also be included on the Material Safety Data Sheet
MATERIAL(If none, insert "None")	IDENTIFICATION NO.
(c) This list must be updated during performance of the	e contract whenever the Contractor determines that any other material
to be delivered under this contract is hazardous.	•

- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

252.223-7001, HAZARD WARNING LABELS (DEC 1991)

- (a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act: or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL(If none, insert "None")	<u>ACT</u>	
		· -
(d) The apparently successful Offeror agrees to sub-	mit, before award, a copy of the hazard warnin	g label for all hazar

- auch materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SOLICITATION PROVISIONS

The following provisions marked with an X apply to this solicitation:

<u>X</u>	52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) DX or _X_ DO Rated Order
:	52.217-3, EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)
:	52.217-4, EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)
:	52.217-5, EVALUATION OF OPTIONS (JUL 1990)
:	52.247-45, F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)
	AWARD BY LOT ward will be made to a single offeror on each entire lot.

(b) For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:

Lot Number	Item Number

(c) The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by item within any lot when the contracting officer determines that it is advantageous to the Government.

X AWARD CRITERIA

Award will be made to that responsible offeror proposing the lowest price for the supplies or services meeting the certification and other requirements of the solicitation.

EVALUATION - BEST VALUE

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - (1) Technical capability of the item offered to meet the Government's requirements.
 - (2) Price
 - (3) Past Performance
- (b) Technical Capability and Past Performance are essentially equal in importance. When combined, Technical Capability and Past Performance are significantly more important than Price. However, Price is important and will be seriously considered. The importance of price will increase with the degree of equality of the offers in relation to the other factors, or when it is so significantly high as to diminish the value of the other factors to the Government.
- (c) Past performance will be evaluated as an indicator of the offeror's expected future performance. The contracting officer will consider all available information concerning the offeror's past performance whether contained in the proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.
- (d) *Options*. This paragraph applies only if options are included in this solicitation. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ATTACHMENTS

#1. NAVSEA Drawing 754-6407600 MUFFLER ASSEMBLY	4 pages
#2. NAVSEA Drawing 754-6407601 SPOOL, MUFFLER	3 pages
#3. NAVSEA Drawing 754-6407606 CAP, MUFFLER	3 pages
#4. NAVSEA Drawing 754-6407607 HEAD, OUTER	1 page

Paper copies are available upon request for Offerors unable to read or expand the drawings provided. Submit a letter, FAX (401) 832-4820, or email: wilsonej@npt.nuwc.navy.mil

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

CONTRACTOR IDENTIFICATION:

connected, as defined in 38 U.S.C. 101(16).

Complete the information required below and provide a copy with your offer.

DUNS number is:	
CAGE code is:	
Taxpayer Identification Number (TIN) is:	
X 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) – ALT I (OCT 200 (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth on the of the solicitation.	
(2) The small business size standard is set forth on the front page of the solicitation.	
(3) The small business size standard for a concern which submits an offer in its own name, other than on a conservice contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employed.	
(b) <u>Representations</u> .	
(1) The offeror represents as part of its offer that it \square is, \square is not a small business concern.	
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this profile offeror represents, for general statistical purposes, that it \square is, \square is not, a small disadvantaged business as defined in 13 CFR 124.1002.	
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this profile offeror represents as part of its offer that it \square is, \square is not a women-owned small business concern.	ovision.)
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this profile offeror represents as part of its offer that it \square is, \square is not a veteran-owned small business concern.	ovision.)
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned business concern.	
(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provis offeror represents, as part of its offer, that –	ion.) The
(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no change in ownership and control, principal office of ownership, or HUBZone employee percentage has a since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and	material
(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the re in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns to participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:] Each is small business concern participating in the joint venture shall submit a separate signed copy of the HUBZ representation.	hat are ness HUBZone
(c) <u>Definitions</u> . As used in this provision	
"Service-disabled veteran-owned small business concern" -	
(1) Means a small business concern -	
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and	-
(ii) The management and daily business operations of which are controlled by one or more service-diversans or, in the case of a veteran with permanent and severe disability, the spouse or permanent casuch veteran.	
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is ser	vice-

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern-

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least
- 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

X 52.22-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) The offeror represents that -

The offeror represents that
(a) It \square has, \square has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
(b) It has, has not, filed all required compliance reports, and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
X 52.22-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984) The offeror represents that -
(a) It \square has developed and has on file, \square has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

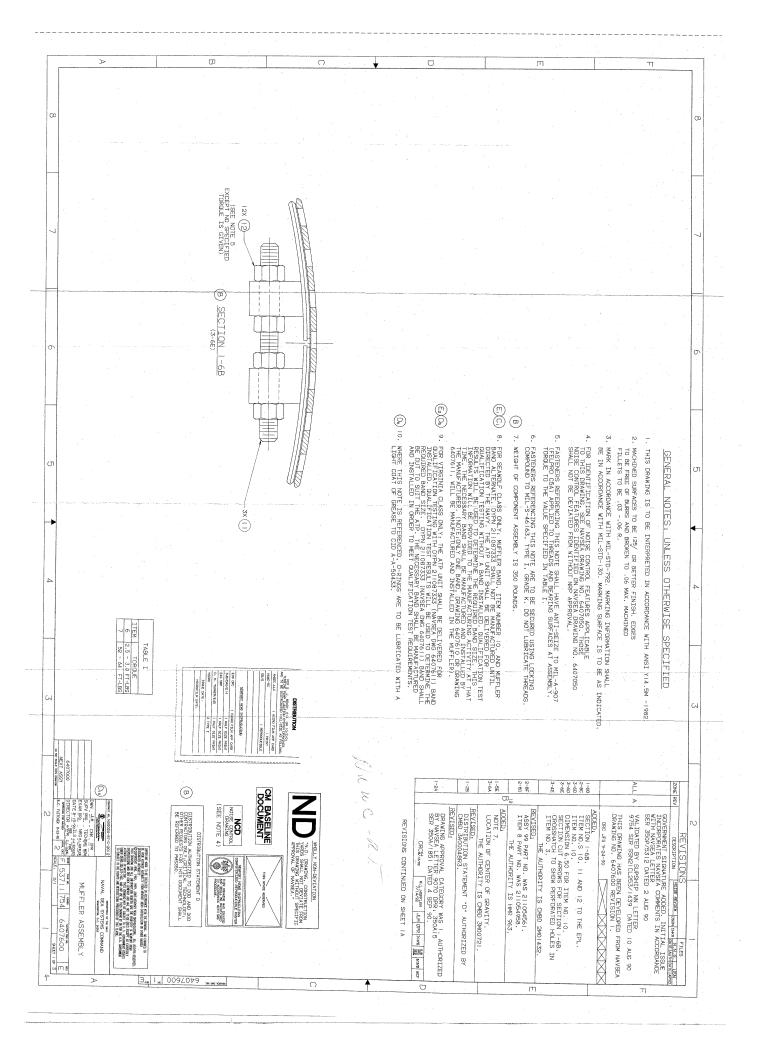
X 252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

- (a) <u>Definitions</u>. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) <u>Evaluation</u>. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

- (1) The Offeror certifies that--
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

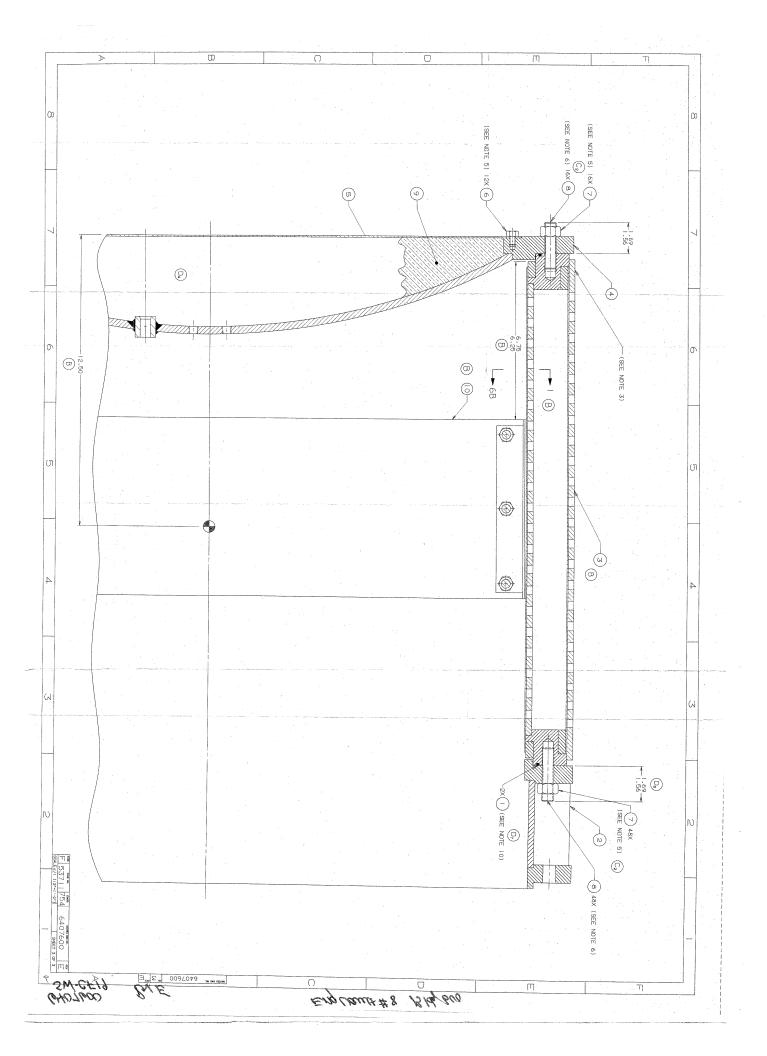
(2) The Offeror certifies that the following end produc	ets are qualifying country end products:
Qualifying Q	Country End Products
Line Item No.	Country of Origin
(List only qualify	ing country end products.)
(3) The Offeror certifies that the following end produc	ets are nonqualifying country end products:
<u>Nonqualifyir</u>	ng Country End Products
Line Item No.	Country of Origin (If Known)

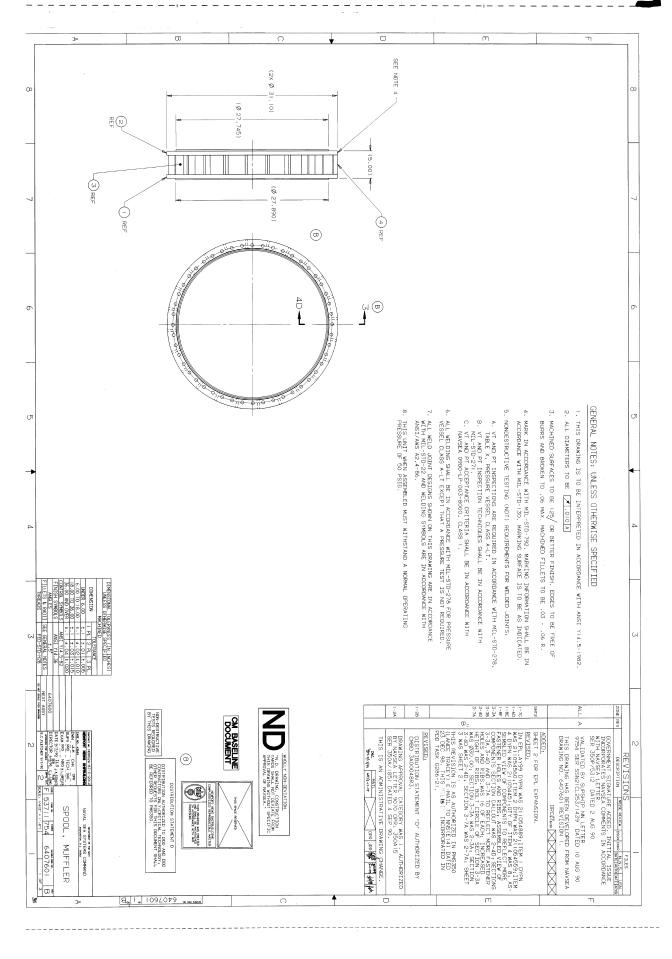


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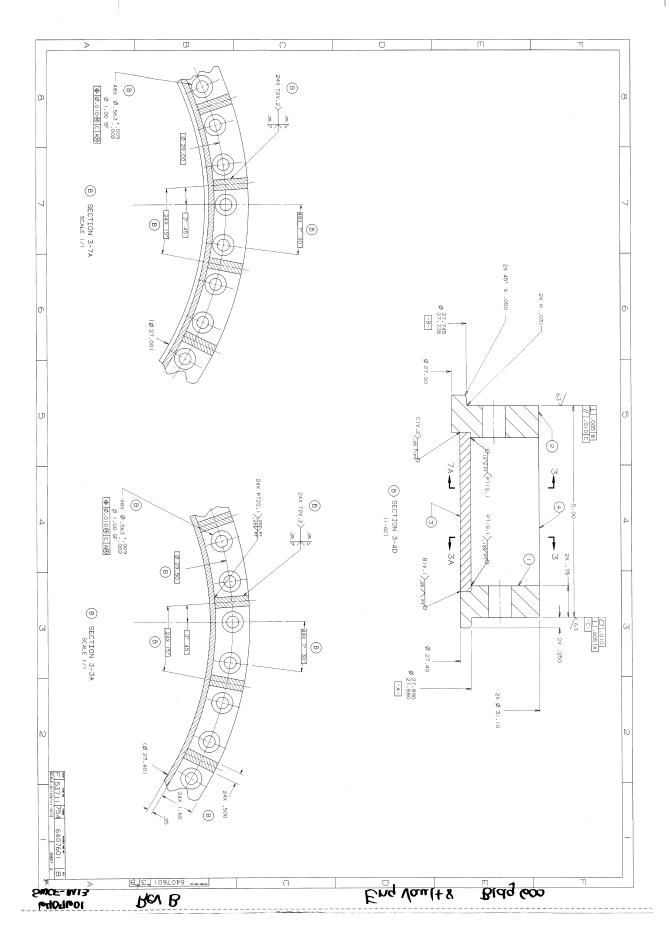
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2) MODIFIED TIEM NUMBER 10. REVISION LETTER TO AMPLIFY HE ADDITION OF THE TIEM NUMBER 13. REVISION HAVE LER AND AS AN ALTERNATE TO THE DOLLAR PROPERTY HE AS INVITATED BY LAR 52043C1 MITHOUT CHANGE AS INVITATED BY LAR 52043C1. O MODIFIED: DRAWING FORMAT TO REFLECT CORRECT DESIGN ACTIVITY. ILHS REVISION IS AS AUTHORIZED IN PMS350 (LANCE TRACEY) E-MAIL TO NNS(E!4) DATED 23 DEC 98. HIS IS INCORPORATED IN PDD TASK G286-2! IN THE EPL AY99 DYPN MAS 21/076822;ITEM 2 DYPN MAS 21/054889;ITEM 3.DYPN MAS 21/054464; ITEM 7017 WAS 32 AND ITEM 8 0TV MAS 32/ IN ASSEMBLED VIEW, OTV OF ITEMS 7 AND 8 WERE 32X. . ADDED:
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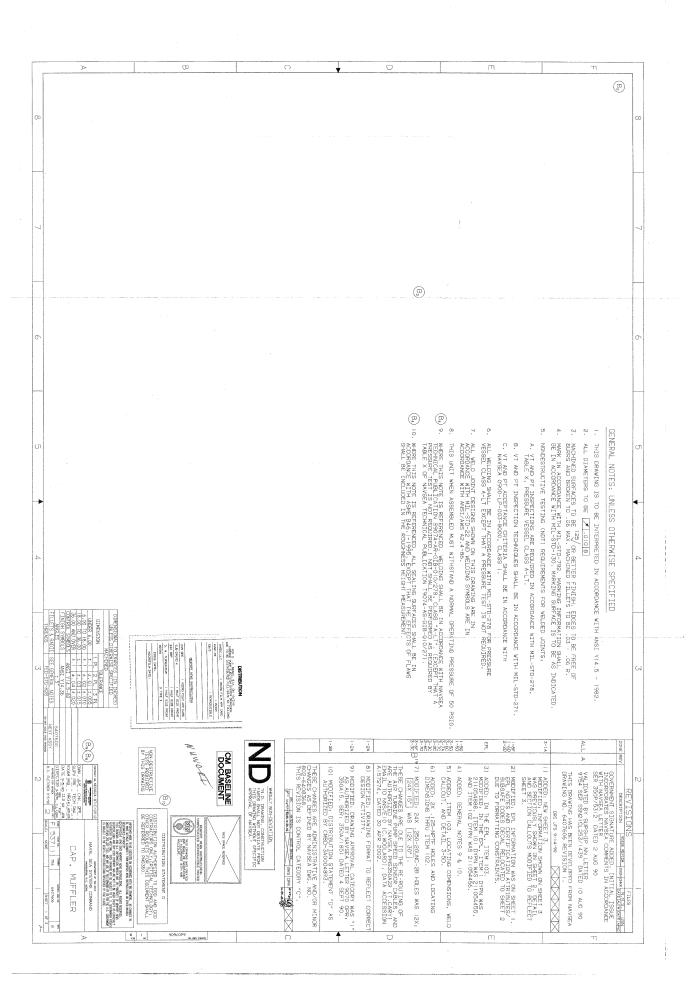
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